

Defendants breached their contracts, and finding that Plaintiffs are entitled to judgment as a matter of law [ECF No. 52]. The Court further ordered Plaintiffs to file a document to which they shall attach a proposed final judgment and in which they shall explain their calculation of all items included in the dollar amount of the recovery suggested in the proposed final judgment. Accordingly, Plaintiffs file this Motion requesting the Court enter Final Judgment in substantially the same form as the proposed final judgment attached hereto.

The proposed final judgment provides that Plaintiffs shall have and recover from Defendants (jointly and severally): (i) the amount of \$8,111,751.88 in breach of contract damages; (ii) pre-judgment interest at the rate of .17% per annum on all sums awarded herein from the December 14, 2018 until the date of the Final Judgment; (iii) post-judgment interest at the rate of .17% per annum on all sums awarded herein from the date of the Final Judgment until finally paid in full; (iv) reasonable and necessary attorney's fees in the amount of \$329,543.77; and (iv) costs of court

Plaintiffs' breach of contract damages are calculated based on their deficiency claim after the foreclosure sale on October 18, 2019. As of October 18, 2019, the date Plaintiffs' foreclosed on their collateral under the Contracts, the total amount outstanding under the Contracts was \$11,541,751.88.¹ The purchaser at the foreclosure sale, Plaintiffs, won the foreclosure with a credit bid of \$3,430,000.00 for the property.² Accordingly, Plaintiffs continue to be injured by Defendants' breach of the Contracts in the amount of \$8,111,751.88.

As a result of Defendants' breach of the Contracts, Plaintiffs were required to engage counsel to enforce and pursue their claims under the Contracts.³ In addition to the breach of

¹ See Decl. of B. Johnson, attached hereto as **Exhibit B**.

² *Id.*

³ *Id.*

contract damages set forth above, Plaintiffs also incurred reasonable and necessary attorney's fees in the amount of \$329,543.77.⁴

Based on these facts, Plaintiffs respectfully request the Court enter Final Judgment in substantially the same form as is attached hereto as **Exhibit A**. Plaintiffs further request such other and further relief to which they may be entitled.

Respectfully submitted,



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⁴ See Decl. of B. Martin, attached hereto as **Exhibit C**.

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing instrument was served on the following counsel of record pursuant to the Federal Rules of Civil Procedure by the Court's CM/ECF system on July 6, 2020:

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A handwritten signature in blue ink, appearing to read "Brant C. Martin", is written over a horizontal line.

Brant C. Martin